

## ORDINANCE NO. 93

PROVIDING FOR THE EXECUTION OF A CONTRACT BETWEEN THE BOROUGH OF MONROEVILLE AND RICO, INC., A PENNSYLVANIA CORPORATION, FOR THE CONSTRUCTION OF A SANITARY SEWER FROM COLLEGE DRIVE AND BEATTY ROAD TO THE TURTLE CREEK AT THE POINT OF ITS CONFLUENCE WITH ABERS CREEK; ADOPTING THE PLANS FOR SAID SEWER AS PREPARED BY THE BOROUGH ENGINEER; AND CONDEMNING AND APPROPRIATING THE RIGHT OF WAY FOR SAID SEWER WHERE IT CROSSES PRIVATE PROPERTY.

BE IT ORDAINED AND ENACTED by the Burgess and Council of the Borough of Monroeville, and it is hereby ordained and enacted by the authority of the same that:

SECTION 1. The Plans prepared by the Borough Engineer for a sanitary sewer extending from Beatty Road and College Drive, thence to the Old William Penn Highway, thence by the New William Penn Highway and the line of Abers Creek to its confluence with Turtle Creek are hereby adopted, and the sewer to be constructed is hereby made a part of the Borough Sewer System, Pennsylvania Permit 8839-S.

SECTION 2. Wherever the right of way for said sanitary sewer crosses lands that are privately owned, the necessary land for said right of way is hereby condemned and appropriated for such public use agreeable to the provisions of the Law and Constitution of Pennsylvania.

SECTION 3. In order to secure the construction of this sanitary sewer at the earliest possible moment due to a pressing necessity for such sewage service, and since the Borough is unable to provide the funds necessary for such construction, the proper officers are hereby empowered and directed to enter into a contract with Rico, Inc., a Pennsylvania Corporation, for the construction of said sanitary sewer.

SECTION 4. The contract with Rico, Inc. shall be substantially as follows:

THIS AGREEMENT

MADE and ENTERED INTO this 16th day of May, 1957, BY and BETWEEN RICO, INC., a Corporation under the laws of the Commonwealth of Pennsylvania, having its principal place of business in the Borough of Monroeville, Allegheny County, Pennsylvania, party of the first part,

a n d

THE BOROUGH OF MONROEVILLE, a Municipal Corporation under the laws of the Commonwealth of Pennsylvania, located in Allegheny County, Pennsylvania, party of the second part.

WHEREAS, the party of the first part is the owner and developer of a large tract of ground in the Borough of Monroeville and has laid out as a part thereof the University Park Plan of Lots No. 1, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Vol. 61, pages 63, 64 and 65; and

WHEREAS, it is necessary that in the development of this Plan of Lots as well as other property owned by the party of the first part, and the properties owned by others in the same watershed, adequate provision be made for the conveyance of sanitary sewage so as to comply with the health regulations of the Borough of Monroeville, the County of Allegheny and the Commonwealth of Pennsylvania; and

WHEREAS, the Commonwealth of Pennsylvania has granted a sewer permit No. 8839-S to the Borough of Monroeville to construct, operate and maintain a sanitary sewer from the intersection of Beatty Road and College Drive to Abers Creek, and thence by the general location of Abers Creek to the point of its confluence with Turtle Creek in the Borough of Monroeville, which said permit is of record in the office of the Recorder of Deeds of Allegheny County, Pennsylvania; and

WHEREAS, the plans for said sanitary sewer were prepared by the Engineer for the Borough of Monroeville, were submitted to and approved by the Commonwealth of Pennsylvania, are of record in the Municipal Office of the Borough of Monroeville, and are made a part hereof by reference, the same as if they were attached hereto; and

WHEREAS, it is urgent and necessary for the continued development of Monroeville Borough and for the health and sanitation of the inhabitants that this sewer be constructed as soon as possible; and

WHEREAS, the Borough of Monroeville desires to construct said sewer but funds for such purpose are not available; and

WHEREAS, the party of the first part is willing to construct said sanitary sewer and turn the said sewer over to the Borough of Monroeville and the said Borough is willing to accept said sewer under the conditions hereinafter set forth.

(1) The party of the first part, Rico, Inc., will build and construct a sanitary sewer within the Borough of Monroeville from the intersection of Beatty Road and College Drive along the general course of the Old William

Penn Highway and the new William Penn Highway to a point where it crosses Abers Creek and from that point by the general course of Abers Creek to the point of its confluence with Turtle Creek in the Borough of Monroeville.

(2) The exact course of this sewer shall be in accordance with the plans prepared by the Engineer of the Borough of Monroeville and which are on file at the Municipal Office of the said Borough, and which are made a part of this agreement by reference in the same manner as if they were attached hereto.

(3) The Borough of Monroeville will procure the necessary rights of way where this sewer shall be located upon private property and will make such rights of way available to the party of the first part for the purposes of this construction.

(4) Said sewer shall be constructed according to the plans and specifications prepared by the Engineer of the Borough of Monroeville.

(5) The construction of this sanitary sewer shall be under the supervision of the Engineer of the Borough of Monroeville and his representatives and the party of the first part shall follow in detail the instructions given to it by said Engineer.

(6) As the work progresses the Borough Engineer shall from time to time certify to both parties that the party of the first part has constructed so much of the sewer as has been completed in full accord with the plans, specifications and instructions of the Borough Engineer. Upon the filing of such certificates in the Office of the Borough Secretary such portions of the sewer with culverts and appurtenances as shall have been so certified as completed shall be the property of the Borough of Monroeville, shall be part of the sewer system of the Borough, and shall be operated by it as such; provided, however, that nothing herein shall relieve the party of the first part of its obligation to construct the entire sewer as herein provided. Upon the completion of such parts as are so certified by the Borough Engineer, the party of the first part agrees to deliver to the party of the second part proper legal instruments granting and conveying to the Borough of Monroeville the right, title and interest of the party of the first part in said portion, free and clear of any charges or expenses incurred by the party of the first part in constructing said sewer. Upon the completion of all of the work to be done by the party of the first part under the terms hereof, the party of the first part will furnish to the party of the second part proof of the payment of all costs of construction incurred by it.

(7) As consideration for the construction and transfer of this sewer by the party of the first part free and clear of any charges, costs, liens, or encumbrances, the Borough of Monroeville agrees to issue to the party of the first part, without charge therefor, tap-in or connection permits to the total number of 1050, which permits shall be available to the party of the first part or any person or corporation to whom it may assign any such permit for connecting to or tapping into, without charge or fee therefor, any sewer line which directly or ultimately discharges sewerage into the sewer constructed under the terms hereof.

(8) Whenever the tap-in or connection permits are to be used by parties other than the party of the first part, they shall be valid if duly assigned.

to the party making use thereof, which said assignment will be recognized by the party of the second part.

IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be executed on its behalf by its proper officers and seals having been authorized to do so at regular Directors and Council Meeting at which full quorum attended.

ATTEST:

RICO, INC.

S/ Stanley W. Sampson (SEAL)  
Secretary

By S/ Orrin Sampson  
President

BOROUGH OF MONROEVILLE

S/ Gladys Diller  
Borough Secretary

By S/ Edgar Giles  
President of Council

ORDAINED and ENACTED into a law in Council this 9th day of May, 1957.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Gladys Diller (SEAL)  
Borough Secretary

By S/ Edgar Giles  
President of Council

EXAMINED and APPROVED by me this 17th day of May, 1957.

S/ Samuel Jenkins  
Burgess